

Terms and Conditions for the Courier Service offered by Luggage Transfers Ltd.

1. Definitions

In these Conditions the following expressions shall have the following meanings:

- 1.1** "Customer" means the sender of a single Consignment making payment otherwise than through an account held with Parcelforce Worldwide.
- 1.2** "Consignment" means any one Parcel (or more than one Parcel packaged as a single Consignment) sent at one time by the Customer from an address in the South West of England to another address in the South West of England.
- 1.3** "Dangerous Goods" means those items specified as dangerous or hazardous in the Prohibited items list; and those items defined as dangerous or hazardous by the regulatory bodies and by legislation, regulations and guidelines governing transport by road, rail, sea or air.
- 1.4** "Parcel" means a package (which includes its contents) sent under any of the Services.
- 1.5** "Despatch" means the time when the Customer hands a Consignment to a representative or agent of Luggage Transfers Ltd. for conveyance and delivery under the Services.
- 1.6** "Antique" means an object which is over 100 years old.
- 1.7** "Collectable" means something which has appreciated in value either due to its scarcity or due to it being no longer in production.
- 1.8** "Consignment Charges" means the charges payable to Luggage Transfers Ltd. by the Customer in accordance with Condition 8 for the carriage of a Consignment, but shall exclude any additional charge(s) payable for enhanced compensation as referred to in Condition 10.
- 1.9** "Recipient" means the person or persons to whom a Parcel or a Consignment is addressed.
- 1.10** "Undeliverable" means that Luggage Transfers Ltd. has been unable to deliver a Parcel or Consignment, or in its opinion considers that the circumstances are such that it should not attempt a delivery(ies).
- 1.11** "Conditions" means these Conditions of Carriage.
- 1.12** "Prohibited items" means Dangerous Goods and all other items designated as prohibited by Luggage Transfers Ltd. from time to time.

2. Delivery to an address

- 2.1** Luggage Transfers Ltd. undertakes to deliver to the address specified on the Consignment or in the despatch documentation, not to a Recipient.
- 2.2** If there is no-one at the address then:
 - 2.2.1** Luggage Transfers Ltd. may at its discretion attempt to deliver the Consignment to either: (i) a neighbouring address; or (ii) Leave the consignment in a porch or outhouse or other such similar venue at the address.
 - 2.2.2** if the Consignment is delivered to an alternative address, a Customer Contact Card will be left at the specified address which has been completed with sufficient details to enable the Recipient to recover the Consignment; and
 - 2.2.3** the Customer agrees that such delivery shall constitute delivery to the address specified as the delivery address on the Consignment.
- 2.3** Luggage Transfers Ltd. does not undertake to intercept a Consignment in transit before delivery has been attempted.
- 2.4** Luggage Transfers Ltd. shall not be liable in respect of any Consignment delivered to the delivery address or other address specified by the Recipient, where any person misrepresents his authority to receive the Consignment on the Recipient's or Customer's behalf; or where Luggage Transfers Ltd is delivering it in accordance with instructions from, or purporting to be from the Recipient or the Customer. Furthermore, Luggage Transfers do not accept any liability whatsoever for loss or damage to consignments left in porches or outhouses as per point 2.2.1 (ii)
- 2.5** When delivering a Consignment, if the particular Service provides for it, Luggage Transfers Ltd. may request the person who accepts delivery (not necessarily the Recipient in person) to sign an acknowledgment of receipt, which may include signature by electronic means.
- 2.6** Copies of the receipt referred to in 2.5 above, shall be available (subject to data protection requirements) for a period of six months from the date of delivery, subject to the payment of £1 to Luggage Transfers Ltd.
- 2.7** PO Box addresses are not acceptable as delivery addresses for any of the Services.

3. Maximum sizes and weights

3.1 The size of each Parcel must not exceed 3 metres length and girth (measured around its thickest part) combined and 1.5 metres for the greatest dimension.

3.2 There is no limit to the weight of a multi-Parcel Consignment but individual Parcels must not exceed 25kg.

4. Restricted, prohibited and dangerous goods

4.2 The Customer is responsible for ascertaining if the contents of a Parcel is subject to restrictions or specific requirements either within the UK or the country of destination for International deliveries (e.g. particular packaging) by referring in the first instance to the list of prohibited items that follows.

4.3 The Customer must not send any Prohibited Goods by any of the Services. If Prohibited Goods are sent by the Customer, Luggage Transfers Ltd. may deal with them as it reasonably sees fit (without incurring any liability whatsoever to the Customer or Recipient) and if they have caused injury or damage the Customer may be liable to prosecution.

4.4 Luggage Transfers Ltd. may add or remove items from the definition of Prohibited Goods and Dangerous Goods without notice.

4.5 The Customer must properly pack and duly label any Parcel which is subject to requirements in accordance with legislation, regulations and guidelines governing its transportation by road.

4.6 The Customer shall be liable to Luggage Transfers Ltd, its sub-contractors and its agents for all loss, damage or injury arising out of the carriage of Prohibited Goods and Dangerous Goods whether declared as such or not and Restricted Goods not properly packed and duly labelled (or not in compliance with any other specific requirements) to the extent that such loss, damage or injury is caused by the nature of those goods.

5. Addressing and documentation

5.1 The Customer shall write the full postal address, including the postcode and telephone numbers of both the Recipient and the Customer on each Parcel and Consignment.

5.3 The Customer shall retain all Customer receipts and/or copies of despatch documentation relating to the Despatch as these will be required to support any claim for compensation under Condition 11.

5.4 In respect of International deliveries, the Customer shall fully complete, prepare, sign (as appropriate) and attach all documentation as required by HM Revenue and Customs or as required by any overseas customs authority. The Customer recognises that failure to fully complete and sign the customs declaration (where applicable) may result in customs clearance delays and/or loss or damage to a Parcel, for which Parcelforce Worldwide bears no responsibility.

5.5 The Customer recognises the right of international customs authorities to inspect packages and documentation and for customs to instruct Parcelforce Worldwide or its agents worldwide to open any Parcel for examination and Parcelforce Worldwide shall incur no liability of any kind as a result of that. The Customer authorises Parcelforce Worldwide or its agents to complete any necessary documentation for the purpose of customs clearance either in the UK or abroad, but also notes and accepts that Parcelforce Worldwide is not legally permitted to complete and/or sign individual customs declarations as this is the responsibility of the Customer.

5.6 In accordance with applicable regulations in various jurisdictions Parcelforce Worldwide and its agents may be required to undertake X-ray screening of Consignments and Parcelforce Worldwide and its agents shall have no liability in respect of any resulting loss, damage or delay, even if arising from its negligence.

6. Service standards and delivery

6.1 The service standards for each of the Services are as set out within the 'courier service' part of the website: www.luggagetransfers.co.uk

6.2 where Luggage Transfers Ltd. attempts to deliver a Consignment to the address shown on the Consignment and for whatever reason delivery cannot be achieved (including unreasonable delay in acceptance at that address) then delivery shall be deemed to have taken place at the time when the Consignment is first presented to that address for delivery or when Luggage Transfers joins a queuing or booking in system, if that is in operation at that address; and

6.2.1 where Luggage Transfers Ltd. is directed to hold a Consignment for collection or pending further instructions, (which at its discretion Luggage Transfers Ltd. may do), then delivery shall be deemed to have taken place at the earliest time when the Consignment was made available for collection by the Recipient; and

6.2.2 Consignments addressed to Post Office Boxes where permissible (or the local equivalent) are deemed to be delivered when the Consignment or notification of the Consignment's arrival is placed in the Post Office Box, or when the notification of arrival is advised by telephone, whichever is the sooner.

7. Non-delivery

7.1 If a Consignment is Undeliverable for any reason, Parcelforce Worldwide will attempt to notify the Customer as per

7.2 below. If the Customer cannot be contacted within a reasonable amount of time (three (3) Working Days or fails to reach an agreement with Luggage Transfers Ltd. within a reasonable period of time as determined by Luggage Transfers Ltd, then Luggage Transfers Ltd. at its sole discretion, may return the Consignment to the Customer, place the Consignment in a general order warehouse, (or customs-bonded warehouse), or dispose of the Consignment. The Customer will be liable for any and all costs, charges and fees incurred in returning, storing or disposing of an Undeliverable Consignment, unless the Consignment was Undeliverable due to the fault of Luggage Transfers Ltd.

7.2 After an attempted delivery, the Customer or the Recipient may request that an undelivered Consignment be returned to the Customer, delivered to the Recipient or redirected (and in the case of the Recipient's request, the Customer hereby consents to Luggage Transfers Ltd. performing such action), subject to payment of such additional charges notified by Luggage Transfer Ltd. to the person who makes the request. Luggage Transfers Ltd. will endeavour to perform such additional service on the terms and conditions set out in these Conditions.

7.3 If an undelivered Consignment is held by Luggage Transfers Ltd. and is not claimed within 60 days of Luggage Transfers Ltd. leaving notification of its attempted delivery at the delivery address (unless Undeliverable when no notification is required), Luggage Transfers Ltd. shall, where reasonably practicable, attempt to contact the Customer. If this fails Luggage Transfers Ltd. will be entitled to deal with the Consignment as it sees fit.

7.4 If Luggage Transfers Ltd. is unable to agree to a request as per 7.2 above then Luggage Transfers Ltd. will be entitled to deal with or dispose of the Consignment as it sees fit.

7.5 Luggage Transfers Ltd. assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not it attempts to notify the Recipient or the Customer. Luggage Transfers Ltd. shall be entitled to charge an administrative fee for obtaining such corrective or complete information.

7.6 If a Recipient refuses to pay any customs charges and duties (and any handling charges levied by Luggage Transfers Ltd. in respect thereof) due in respect of a Consignment and as a result, it or a part of it is not delivered, Luggage Transfers Ltd. shall not incur any liability and the Consignment (or relevant part) will only be returned to the Customer if those charges plus return carriage charges are paid by the Customer. Luggage Transfers Ltd. will attempt to contact the Customer to advise of the charges and to obtain agreement to pay. If such agreement is forthcoming, the Customer shall make payment to Luggage Transfers Ltd. thereafter the Consignment (or relevant part) will be returned to the Customer.

7.7 Where the Customer refuses to pay the charges, referred to in 7.6 above, the Consignment (or relevant part) may be disposed of by Luggage Transfers Ltd. as it sees fit.

8. Charges

8.1 Charges are set out in the courier services section of the website: www.luggagetransfers.co.uk

8.2 The Customer shall pay to Luggage Transfers Ltd. the Consignment Charges and any other charges relating to the Services selected at the time of Despatch by the method specified by Luggage Transfers Ltd. Other charges incurred or levied after Despatch will be payable in the manner and timescale specified by Luggage Transfers Ltd. from time to time, which are currently on demand. Such other charges may include but are not limited to handling charges, charges for enhanced compensation, returning/disposing of Undeliverable items, providing hardcopy proof of delivery and re-packaging and as otherwise specified in these Conditions.

8.3 Luggage Transfers Ltd. reserves the right to assess and impose surcharges on Consignments without notice. The duration and amount will be determined at Luggage Transfers Ltd. sole discretion. The Customer, by tendering a Consignment to Luggage Transfers Ltd, agrees to pay the surcharges in force at the time of order, such charges to be determined by Luggage Transfers Ltd. at its entire discretion. Details of current surcharges are available upon request.

8.4 All charges are expressed exclusive of VAT and if VAT is payable, it will be charged for at the appropriate rate, and paid by the Customer.

9. Liability for delay, loss or damage

9.1 Luggage Transfers Ltd. will only be liable for loss of, or damage to a Consignment if caused by its negligence (or that of persons for whom it is vicariously liable) and its liability is further limited as set out in these Conditions and in particular in this Condition 9.

9.2 Luggage Transfers Ltd. shall pay compensation for the actual value of the contents of the Parcel to the Customer for loss of or damage to a Consignment (if caused by its negligence or those for whom it is vicariously liable) up to the limits for the Service, as set out in Condition 10, subject always to the provisions of these Conditions. Compensation for delay is given as a refund of the whole or part of the Consignment Charges.

9.3 Except as referred to in Condition 9.1 and 9.2 Luggage Transfers Ltd. shall not be liable to the Customer or any other person for any loss of, or damage to, or any delay in the collection, conveyance or delivery of any Consignment(s), whatsoever and howsoever such loss, damage or delay was caused, whether from contract, breach of statutory duty, tort (including negligence of Luggage Transfers Ltd. or its officers, employees, contractors or agents), or otherwise.

9.4 Luggage Transfers Ltd. does not accept liability for any loss of contracts, business, profits, revenue, anticipated savings or any indirect or consequential loss or damage whatsoever or howsoever arising whether from contract, breach of statutory duty, tort (including negligence of Luggage Transfers Ltd. or its officers, employees, contractors or agents), or otherwise.

9.5 Any compensation payable for loss or damage shall be limited to the repair costs of the actual item(s) damaged or, if they are lost or damaged beyond repair, their replacement cost, taking account of depreciation for wear and tear at cost price and excluding VAT where applicable, or (at Luggage Transfers Ltd. option) repairing or replacing the items with an equivalent item and compensation shall not in any event, exceed Luggage Transfers Ltd. stated limits of compensation as set out or referred to in Condition 10.

9.6 In addition to other compensation exclusions, Luggage Transfers Ltd. shall not be liable to pay compensation for loss of, or damage to a Consignment:

9.6.1 due to latent or inherent defect, vice or natural deterioration of items; or

9.6.2 containing Excluded Goods or Restricted Goods, (where requirements have not been observed); or

9.6.3 containing tickets, or tickets which are exchangeable for goods or services (including without limitation, airline tickets or tickets for any mode of transportation); or

9.6.4 delays in delivery caused by adherence to Luggage Transfers Ltd. policies to provide a copy of the delivery record or a copy of the signature obtained at delivery; or

9.6.5 damage in transit or in handling of fluorescent tubes, neon lighting, neon signs, X-ray tubes, laser tubes and light bulbs or other inherently fragile items; or

9.6.6 Luggage Transfers Ltd. failure to honour "package orientation" graphics (e.g., "UP" arrows, "THIS END UP" markings); or

9.6.7 The Customer's failure to ship goods in packaging approved by Luggage Transfers Ltd. prior to shipment, where such prior approval is recommended or required; or

9.6.8 Luggage Transfers Ltd. failure or inability to attempt to contact the Customer or Recipient concerning incomplete or inaccurate address, incorrect or incomplete documentation, non-payment of duties and taxes necessary to release a Shipment, or incomplete or incorrect custom's broker's address. 9 cont'd. Liability for delay, loss or damage.

9.7 Any compensation payable under these Conditions for loss of or damage to any Collectable shall be limited to the actual price paid by the Customer as confirmed by satisfactory written or printed evidence. Such compensation will not exceed the compensation limits set out in Condition 10 for the Services selected.

9.8 Luggage Transfers Ltd. shall not be liable to pay any refund or compensation in respect of a Consignment containing Excluded Goods or Prohibited Goods or otherwise despatched in contravention of any provision of these Conditions. Luggage Transfers Ltd. shall not be liable to pay any refund or compensation in respect of a Consignment which is damaged, lost or delayed as a result of it being inadequately packaged, incorrectly addressed or accompanied by incomplete despatch or customs documentation.

9.9 Luggage Transfers Ltd. shall not be liable in respect of any Consignment where any person has been fraudulent or dishonest in any way in respect of that Consignment or misrepresents his authority to receive a Consignment on the Recipient's or Customer's behalf.

9.10 Luggage Transfers Ltd. shall not be liable to pay any refund for late delivery in respect of:

9.10.1 Consignments addressed to a PO Box address unless designated as permissible or

9.10.2 Consignments addressed to a PO Box or local post office where the postal delivery agent operates a held for collection process; or

9.10.3 any delay in delivery due to acts or omissions of customs or other regulatory agencies; or

9.10.4 delays in delivery caused by adherence to Luggage Transfers Ltd. policies regarding the payment of duties and taxes.

9.11 Luggage Transfers Ltd. shall not be liable to pay any compensation or refund for delay where:

9.11.1 the Consignment is held up in customs for formal entry clearance or because duty is payable; or

9.11.2 the Consignment needs collection by the Recipient in person; or

9.11.3 the Consignment is seized by any customs authority; or

9.11.4 the customs documentation is incomplete or incorrect; or

9.11.5 the Consignment has not been packed correctly; or

9.11.6 the Consignment contains Prohibited or Restricted Goods; or

9.11.7 the Consignment does not have a complete and accurate address, postcode and telephone number for the Customer and Recipient; or

9.11.8 it is indicated on the country specific information that the delivery guarantee does not apply.

9.12 Luggage Transfers Ltd. shall have no liability for loss, damage and delay where a Consignment is despatched to a destination where the Service has been suspended.

9.13 Luggage Transfers Ltd. reserves the right to suspend any of the Services and/or compensation arrangements to specific destinations where it considers that circumstances prevent the provision of a reliable service.

10. Compensation

10.1.1 Compensation for actual loss up to a maximum amount set out in 10.1 will be payable for loss of or damage to a Consignment sent under the Services, except where the Customer has paid an additional charge for enhanced compensation, when the limit will be the amount appropriate to the level of charge paid (as advertised by Luggage Transfers Ltd. from time to time), subject to the overall limit.

10.1.2 In respect of late delivery (as defined in Condition 10.2) the Customer may claim a full refund of the Consignment Charges paid for the Service. 10.2 "Late delivery" or "delay in delivery" (or similar expressions) means delivery which is not in accordance with the delivery times advertised by Luggage Transfers Ltd, subject to the provisions of Conditions 6.

11. Claims for compensation

11.1 Luggage Transfers Ltd. will require the Customer to substantiate a claim by providing any relevant information about the Consignment including proof of Despatch, proof of value, estimates for repair costs (where relevant), cost price, invoices (excluding VAT), weight and nature of the item(s) lost or damaged, and, in the case of damage, must provide the Consignment (and in particular the damaged item) and all the packaging for inspection.

11.2 Luggage Transfers Ltd. may make such investigations as it deems necessary to satisfy itself of the validity of any claim and the Customer shall co-operate as is reasonable in the circumstances.

11.3 The Despatch of sensitive data and documents, with contents including but not limited to names, addresses, bank details, signatures and dates of birth is entirely at the Customer's risk and no compensation is available for these items. Data stored on electronic media, for example data disks, hard drives, magnetic tapes or pen drives must be suitably encrypted. The Customer shall indemnify Luggage Transfers Ltd. against all actions, claims, proceedings and judgements together with costs incurred relating to loss, damage or disclosure of such data documents except to the extent that Luggage Transfers Ltd. has been negligent.

12. General

12.1 Luggage Transfers Ltd. shall not be liable (whether for the payment of compensation or refunds or otherwise), for loss, damage or delay to the extent that such results from any acts or omission of the Customer or Recipient or circumstances outside its reasonable control, including (without limitation) any adverse weather conditions, traffic congestion, mechanical breakdown, obstruction of public or private highway or from any industrial action whatsoever.

12.2 Luggage Transfers Ltd. may engage agents and/or sub- contractors to perform all or any part of the Services to be provided to the Customer.

12.3 Nothing in these Conditions (nor anything else), shall confer on any third party any benefit, nor the right to enforce any of these Conditions which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

12.4 These Conditions will be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matters arising under or in connection with this agreement.

12.5 These Conditions and documents and information on websites referred to, constitute the entire agreement between Luggage Transfers Ltd. and the Customer. The Customer acknowledges that in agreeing to these Conditions they are not relying upon any representation or undertaking, whether oral or in writing, save as expressly incorporated herein.

12.6 If any provision of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the provisions of these Conditions which shall remain in full force and effect.

Prohibited Items

The following items are strictly prohibited from shipment, and must not be sent through our services under any circumstance. Any of these items being sent may result prosecution, heavy fines and imprisonment.

- Aerosol cans / sprays
- Airbag Modules
- Animal skins / Furs / Any Animal Parts including meat / Ivory and ivory products
- Any item that is not boxed
- Articles of exceptional value (eg, works of art, antiques, precious stones, gold and silver) over £250 NB Gold or Silver over £50
- Box with Hazardous label - Items sent with a Hazardous label attached will be classed as such. DO NOT RE USE OLD HAZARDOUS BOXES
- Cheques or Tickets that are not named § Dangerous goods - eg Explosives / Fireworks / Christmas Crackers / Radioactive Materials / Deactivated or Replica Weapons and Munitions / Firearms / Swords / Knives / Axe / Weapons
- Dry Ice § Engines / Generators / Gearboxes or any part containing or having contained oil/petrol unless flushed through § Fire Extinguishers / Life Jackets
- Hazardous materials eg Paint / Adhesives / Chemicals / Flammable resins/ solvents/ liquids / Compressed Air & Empty cylinders / Items containing any gases - See Also Household goods
- Household goods containing flammable or corrosive liquids, such as oven or drain cleaners / perfume, aftershave/ hairspray/ nail varnish and remover/ antiseptic wipes ...
- Human Remains / Body Fluids
- Live / Dead animals
- Passports / Birth Certificates / Driving Licences
- Pornographic materials
- Prescribed Drugs / Medication / Any Controlled/Illegal substance including 'Khat' to all areas.
- Wet or Lithium Batteries (Not including Dry Cell)

Restricted Items

The following items are deemed unsuitable for shipment by our services, and are therefore restricted. Any of these items being sent may result in surcharges, delays or confiscation by authorities where appropriate. No transit cover or guarantees whatsoever will apply to these items.

- Food items (Perishable) All areas
- Glass / Mirrored items / Crystal / Ceramic / Pottery/ Porcelaine
- Unaccompanied baggage / Suitcases

We will not accept any materials and products that may be dangerous or hazardous to handling staff.

To comply with strict regulations we will not carry any substances classified as dangerous in the latest edition of the IATA publication.

Also prohibited are: Shipments with inherent vice; Shipments which by their nature are likely to soil, impair or damage persons, merchandise or equipment; Goods the carriage of which is prohibited by law in the country of origin, transit or destination; Goods which attract excise duty or which require special facilities, safety precautions or permits.

It is the sender's responsibility to comply with current government regulations or laws applicable in each country. Not all commodities can be shipped

Further information is available on request.

Please use this form to [contact us](#) or phone: 01326 550721 before placing any order if you are unsure of the classification of your consignment.

Failure to declare dangerous goods can lead to prosecution, heavy fines and imprisonment.